

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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PAULINO DE LA CRUZ *and* JUVENTINO RAMOS,

Plaintiffs,

v.

TREJO LIQUORS, INC., *d/b/a* TREJO LIQUORS AND
WINES, *and* JOHANNY TREJO, *individually,*

Defendants.
-----x

16 CV 4382

**DECLARATION OF
EDGAR M. RIVERA**

I, Edgar M. Rivera, an attorney duly admitted to practice in the State of New York and in this Court, hereby declare as follows:

1. I am an attorney at The Harman Firm, LLP, counsel of record for Plaintiffs Paulino De La Cruz and Juventino Ramos in this action brought under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201 *et seq.*, and the New York State Labor Law (“NYLL”), N.Y. Lab. Law § 1 *et seq.*

2. I submit this Declaration in support of Plaintiffs’ Request to Enter Default against Defendant Trejo Liquors, Inc., d/b/a Trejo Liquors and Wines (“Trejo Liquors”) for failure to retain counsel, pursuant to FED. R. CIV. P. 55(A) and L. CIV. R. 55.1 and the Court’s Order dated August 14, 2017.

3. Upon information and belief, Trejo Liquors was and is a corporation organized under the laws of the State of New York with a location at 948 Amsterdam Avenue, New York, New York 10025 in New York County.

4. On May 9, 2017, Argilio Rodriguez moved to withdraw as counsel for Defendants. (*See* Docket Entry 50.)

5. On May 10, 2017, the Court granted Mr. Rodriguez's motion to withdraw as counsel and stayed all proceedings until June 9, 2017, to allow Defendants an opportunity to retain new counsel. (*See* Docket Entry 53.)

6. Mr. Rodriguez served a copy of the Court's May 10, 2017 Order on Defendants on May 10, 2017. (*See* Docket Entry 54.)

7. Trejo Liquors has not retained counsel, and the time for Trejo Liquors to retain counsel has not been extended. The time for Trejo Liquors to retain counsel herein expired on June 9, 2017.

8. Trejo Liquors is indebted to both Plaintiffs for failing to pay them at the overtime premium rate for hours worked in excess of 40 in a work week, in violation of the FLSA and NYLL, and for failing to provide them with required notices and keep accurate time records, in violation of the NYLL. Additionally, Trejo Liquors is indebted to Plaintiff De La Cruz for terminating his employment in retaliation for his complaints about wage-and-hour violations, in violation of the FLSA and NYLL. Plaintiffs are entitled to monetary damages, compensatory damages, punitive damages, costs, attorneys' fees, and any other damages and compensation that the Court deems appropriate.

9. The party against whom this Certificate of Default is requested is not an infant, incompetent, or presently in the military service of the United States, as appears from the facts in this litigation.

WHEREFORE, Plaintiffs Paulino De La Cruz and Juventino Ramos request that the default of Defendant Trejo Liquors, Inc., d/b/a Trejo Liquors and Wines, be entered and a certificate of default issued.

I declare under penalty of perjury that the foregoing is true and accurate to the best of my knowledge, information, and belief, that the amount claimed is justly due to Plaintiffs, and that no part thereof has been paid.

Dated: New York, New York
September 1, 2017

s/ Edgar M. Rivera
Edgar M. Rivera